



**Agreement Between**  
**The Township of Macomb**  
**And**  
**The Michigan Association of Fire Fighters**  
**And**  
**The Macomb Township Full-time Fire Fighters Association**  
**January 1, 2004**  
**Through**  
**December 31, 2007**



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## **AGREEMENT**

This *Memorandum of Agreement* is for collective bargaining purposes made and entered the date hereinafter set forth by and between the *Township of Macomb* hereinafter referred to as the “*TOWNSHIP*” and the *Macomb Township Full-time Fire Fighters Association (MTFFFA) / Michigan Association of Fire Fighters (MAFF)* hereinafter referred to as the “*ASSOCIATION*.”

**WHEREAS**, the parties hereto have for some length of time been collectively bargaining in good faith as required by Act 379 of the Public Acts of 1965; and

**WHEREAS**, the parties have negotiated an acceptable Agreement and now desire to set forth all of the terms and conditions of the agreement in the instrument; and

**WHEREAS**, the parties desire to be governed hereby.

**NOW, THEREFORE**, in consideration of the promises each to the other made, hereinafter set forth, the parties do agree:

## **ARTICLE I** **PURPOSE AND DEFINITIONS**

**1.1        Purpose:** The parties enter into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate certain understandings previously reached and other matters into a formal written contract; to promote harmonious relations between the Township and the Association in the best interest of the community; to improve the public fire fighting service, and to provide an orderly and equitable means of resolving any further differences between the parties that might arise.

**1.2        Definitions:**

- A. *"Employer"* shall mean the Township of Macomb.

- B. **"Association"** shall mean the Macomb Township Full-time Fire Fighters Association (MTFFFA) / Michigan Association of Fire Fighters (MAFF) and its duly elected or appointed officers or representatives.
- C. **"Employee"** shall mean all Full-time Fire Fighters with the rank of Captain and below, excluding the Fire Chief, and all Paid-On-Call Fire Fighters.

1.3 Whenever the *singular* is used, it shall include the *plural*.

1.4 Whenever the pronoun "**he**" is used, the pronoun "**she**" will be inferred.

## **ARTICLE II** **COVERAGE**

2.1 **Defined:** This Agreement shall be applicable as to all employees of the Fire Department of the Township as defined in Article I, Section 1.2(C).

2.2 **Association Security or Agency Shop Defined:** Membership in the Association is not compulsory. Employees have the right to join, maintain or drop their membership in the Association. Neither party shall exert any pressure on or discriminate against an employee with regard to such matters. Any employee who is not an Association member, and who does not make application for membership shall, as a condition of employment, pay to the Association, a service charge equal to regular membership dues as a contribution toward the administration of this Agreement. Application for membership or payment of a service charge shall commence within thirty (30) calendar days of becoming a member of the bargaining unit. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice to the Township from the Union unless otherwise notified by the Union in writing within said thirty (30) calendar days and provided that the Union shall release the Township from fulfilling the obligation to discharge if during such thirty (30) calendar day period, the employee pays the membership dues or service charge in accordance with this Agreement. The Association will protect, indemnify and save harmless the Employer from any claims, demands, suits and other forms of liability which arise from action taken by the Employer for the purpose of complying with the Agreement including but not limited to, costs of

litigation, attorney fees and judgments, if any.

**2.3           Membership in the Association:** The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Association.

**2.4           Payment of Dues:** The Employer shall deduct the dues and/or service charge from the employees pay each pay period. The Township shall make the deduction of the dues and/or service charge at the next pay period designated for this purpose. The Township shall remit the dues and/or service charge to the Treasurer of MAFF within fourteen (14) calendar days of the deduction along with the name of each employee from whom such deductions were made.

**2.5           Deduction Form:** The Authorization Form for dues/service charge deduction shall be provided to the employee by MAFF; and, by MAFF to the Township. In the event the employees wage is not sufficient in any month to cover the dues/service charge, the Township shall not be responsible for remittance of the dues/service charge. It shall be the responsibility of MAFF to notify an employee of any arrearage in dues/service charge.

**2.6           No Lockout:** The Employer will not lock out employees during the term of this Agreement.

**2.7           Strikes Prohibited:** The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are necessary to the public health, safety and welfare. Under no circumstance will the Association cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out or slowdown in any department of the Employer, or any curtailment of work or restriction of production or interference with the operations of the Employer. In the event of a

work stoppage, other curtailments of production, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

**2.8           Work Stoppage Declared to be Illegal:** In the event of a work stoppage or any other curtailment of work by the Association, or the employees covered hereunder during the terms of this Agreement, the Association by its representatives shall immediately declare such work stoppage or other curtailment to be illegal. The Association agrees further to cooperate with the Employer or remedy such situation by immediately giving written notice to the Employer and the employee involved declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discipline for cause, up to and including summary discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

**2.9           Expedited Arbitration:** In the event of any strike, sit-down, stay-in, sick-out, slowdown, lockout or any other curtailment of work, the Employer or Association may, if it chooses, immediately submit the matter to arbitration as provided for in the Agreement notwithstanding any other provisions contained in this Agreement.

### **ARTICLE III** **RECOGNITION**

**3.1**           The Township shall recognize the Association as the sole and exclusive collective bargaining representative of the employees of the Fire Department as defined by Article 1, Section 1.2(C).



#### **ARTICLE IV**

#### **CONFORMITY TO LAW**

**4.1** If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the event permitted by law; but all other provisions or applications shall continue in full force and effect. If any provision is found contrary to law, negotiations shall immediately take place to bring the provision into compliance with the applicable law.

#### **ARTICLE V**

#### **TOWNSHIP RIGHTS**

**5.1** The Employer on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

- A.** Full and exclusive control of the management of the Fire Department, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its work force;
- B.** The right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- C.** The right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and to what extent work shall be performed by employees;
- D.** The right to hire, establish and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and lay off employees;

- E. The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause;
- F. The right to retain an orderly, effective, and efficient operation of Employer;
- G. Determine the response districts, number of response districts, their location and size;
- H. The number and location or relocation of its facilities;
- I. Determine the manner and method to be utilized for the dispatching of emergencies and/or alarms.
- J. Develop, implement, amend, delete, add and/or revise, Standard Operating Procedures for the Fire Department;
- K. Develop, implement, and/or revise regulations governing multiple alarms;
- L. Develop, implement and/or revise mutual aid;
- M. Purchase of equipment, supplies, and materials for the operation of the Fire Department; and,
- N. The right to contract for services by others.

**5.2** The exercise of the above powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan.

## **ARTICLE VI**

### **DISTRIBUTION OF AGREEMENT**

6.1 A counterpart of this Agreement shall be furnished by the Township to MAFF to be distributed to all employees covered under the Collective Bargaining Agreement. The

Employer shall provide one (1) copy of this Agreement to all newly hired employees. Each employee receiving a copy of this Agreement shall sign an acknowledgement that he or she received a copy of the Agreement as a condition of employment.

## **ARTICLE VII**

### **ASSOCIATION ACTIVITIES**

**7.1            General:** Employees and their Association representatives shall have the right to organize together or to form, join, or assist the labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or to negotiate or bargain collectively with the Township through representatives of their own free choice to the extent authorized by Act 379 of the Public Acts of 1965.

**7.2            Association Representatives:** The Association representatives and/or MAFF representatives shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the Grievance Procedure provided for in this Agreement. Such resolved grievances shall be final and binding on the employees, the Association and the Township. The Association shall supply the Township with a duly authorized and up-to-date list of representatives and any changes made therein from time-to-time identifying persons who will represent the Association Grievance Committee for all matters pertaining to the Agreement or within the scope of Act 379 of the Public Acts of 1965. The Association representatives shall consist of the Association Chairperson and Co-Chairperson. No more than one (1) Local Association Representative and /or MAFF Representative shall represent the Association on any matter. The authority of the representatives shall be limited to and shall not exceed the following duties and activities:

- A.**     Investigation and presentation of grievances.
- B.**     Transmission of messages and information which shall originate with and are authorized by the local Association or its officers.

- C. Communicating with MAFF representatives and/or legal counsel regarding Association business and/or grievances.
- D. Attending meetings which relate to grievances, mediation, arbitration, fact finding, unfair labor practice hearings or court proceedings.

**7.3            Bulletin Boards:** The Association shall be provided bulletin board space at each fire station for the posting of Association notices and other materials. Such boards will be identified with the name of the Association. Bulletin board space may be shared with space provided for other represented members of MAFF. The Association shall designate persons responsible for maintaining the postings on the board. The bulletin boards shall not be used by the Association or its members for disseminating propaganda, derogatory information, or materials of a political nature. Any questionable postings may be addressed by the Fire Chief with MAFF or MTFFFA for proper dispensation.

**7.4            Meetings:** The Association shall be allowed to schedule meetings on Township property upon written request to the Fire Chief, subject to the written approval of the Fire Chief, which approval shall not be arbitrarily or unreasonably withheld.

## **ARTICLE VIII**

### **OTHER AGREEMENTS AND EMPLOYMENT ORGANIZATIONS**

**8.1            Other Agreements:** The Township shall not enter into any agreements with employees covered hereby either individually or collectively or with any other organization which in any way conflicts with the provisions hereof unless another exclusive bargaining agent is recognized by the Michigan Employment Relations Commission.

**8.2            Other Organizations:** Employees, as defined in Article I, Section 1.2(C), may belong to other organizations, but not as conditions of employment with the Township Fire Department, nor may other organizations represent any employees with respect to wages, hours, or conditions of employment with the Township Fire Department, in derogation of the exclusive bargaining agency of the Association.

## **ARTICLE IX**

### **WORK SCHEDULE**

**9.1** An employee's normal work schedule will consist of two hundred twelve (212) hours during a period of twenty-eight (28) calendar days. Employees shall have a sixty (60) minute lunch break during any 8 1/2 hour or more work day, thirty (30) minutes of which is paid and thirty (30) minutes are unpaid. Employees shall also be allowed two (2) ten (10) minute breaks each workday, one (1) break in the first four (4) hours of the workday and one (1) break in the second four (4) hours of the workday.

**9.2** A work schedule will be posted by the Fire Chief, or his designated representative, fourteen (14) days in advance of the next pay period.

**9.3** If an employee is unable to report to work, the employee shall notify his/her supervisor at least one (1) hour prior to the start of their scheduled starting time, unless mitigating circumstances make such notification impossible.

**9.4** When the employee is called-in at other than his/her normal schedule work shift, he/she shall be paid a minimum of one (1) hour at the appropriate rate, provided that such minimum shall not be applicable if the call-in is contiguous with the employee's scheduled duty hours.

## **ARTICLE X**

### **OVERTIME**

**10.1** Authorized hours worked in excess of two hundred twelve (212) hours during a period of twenty-eight (28) days will be considered overtime. Such hours will be compensated at time and one-half the computed straight-time hourly rate (base salary divided by 2080) and in accordance with the Fair Labor Standards Act.

**10.2** Scheduled overtime will be offered on the basis of: position/rank, ability to perform the required work, seniority, and overtime hours worked by all qualified employees.

**10.3** Overtime shall be averaged every six (6) months beginning January 1<sup>st</sup> and July 1<sup>st</sup>.

**10.4** An employee who is offered overtime, but refuses, will be charged the hours actually worked overtime by another fire fighter.

**10.5** In the event no employee volunteers for overtime, the lowest seniority employee shall be ordered to work (mandatory overtime).

## **ARTICLE XI**

### **SENIORITY AND NEW EMPLOYEES**

**11.1** **Definition:** Seniority shall be determined as the length of service from the last date of hire. Employees shall acquire seniority upon successful completion of their probationary period, which shall date from the original date of hiring. All new Fire Fighters shall serve a probationary period of one (1) year during which time they shall work at the will of the Employer and may be terminated with or without cause. Probationary Fire Fighters will be represented by the Association for collective bargaining purposes only, not for any discipline or discharge proceeding or in any other matter, except as required by law, and shall work at the will of the Employer. There shall be no seniority for probationary Fire Fighters. The Employer shall have no responsibility for the re-employment of a laid off or discharged probationary employee.

**11.2** **Maintenance of Lists:** The Employer shall maintain up-to-date seniority records for all employees. The Employer will notify the Association, in writing, of any changes in, or additions to, such seniority lists, and the Association will have fifteen (15) calendar days to challenge said change or addition.

**11.3            Breaking Ties in Seniority:** In the event of two (2) or more employees being hired on the same day, seniority shall be determined first by:

- A.     The higher written examination score;
- B.     The higher oral examination score; or
- C.     The earlier date of birth.

**11.4            Layoff and Recall:** The word "layoff" means a reduction in force. When layoffs occur, the following procedures will be applicable:

- A.     Probationary employees shall be laid off first.
- B.     Employees shall then be laid off in accordance with their seniority, beginning with the least senior employee.
- C.     When increases in employment occur, seniority employees, in a reduced status, shall be recalled first in order of their seniority, highest seniority first.

**11.5            Layoff Notice:** In the event of a layoff, employees shall be given seven (7) calendar days notice of layoff. An employee on layoff shall be given ten (10) calendar days notice to recall to work. Notice of recall shall be sent to the employee at his/her last address on record with the Township's Human Resources Department via certified mail. A copy of the notice shall be made available to the Association. If an employee fails to report for work within ten (10) calendar days from the date of the mailing of notice, the employee shall be considered to have voluntarily left the employment of the Township. The Employer shall have no responsibility for the failure to notify an employee of recall when such failure is due to the employee's address being inaccurate.

**11.6            Loss of Seniority:** A Fire Fighter shall lose seniority and his/her name shall be immediately removed from the seniority list in any of the following events:

- A. The employee voluntarily resigns;
- B. The employee is discharged for just cause and the discharge is not reversed;
- C. The employee is absent for five (5) consecutive work days without notifying the Township. An exception to this clause may be made if the employee was incapable of notifying the Township for reasons beyond his/her control;
- D. The employee obtains a Leave of Absence under false pretense, or fails to return to work after expiration of the Leave of Absence;
- E. The employee retires;
- F. The employee is laid off for a period of two (2) years or the length of departmental seniority, whichever is less;
- G. The employee separates from employment upon settlement covering a total disability; and
- H. The employee provided false information on his/her application for employment.

## **ARTICLE XII**

### **SAFETY**

**12.1            Policy:**            The prevention and reduction of accidents, injuries, exposures and occupational illness shall be a primary consideration at all times. The Employer will not adopt any policy or standard in conflict with federal or state laws.

**12.2            Safety Committee:**    A Safety Committee shall, at a minimum, be composed of the Fire Chief, an Association Representative, and a Paid-On-Call Fire Fighter who will meet, when necessary, or at the request of either party, for the purpose of discussing safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety regulations. No employee shall be penalized for reporting unsafe conditions unless such reporting was intentionally false and/or malicious in



nature. The Employer shall consider the personal safety of the employee in establishing operational procedures.

### **ARTICLE XIII**

### **PROMOTIONAL PROCEDURE**

**13.1** Open position(s) for Sergeant, Lieutenant, or Captain shall be posted at all of the Township Fire Stations by the Human Resources Department for seven (7) calendar days. Such postings will only be for members of MTFFFA.

**13.2** Full-time Fire Fighter candidates must have at least two (2) years in the rank just below that being applied for; provided, the next lower rank is filled and there are at least three (3) candidates. If there are not at least three (3) candidates then the next lowest rank shall also be included. If there are not a minimum of three (3) full-time qualified candidates who meet the two (2) years in rank requirement, then the requirement shall be waived and the Township shall also consider external candidates for hire.

**13.3** Interested Full-time Fire Fighter candidates shall submit a written application to the Human Resources Department within seven (7) calendar days of posting.

**13.4** Within thirty (30) calendar days of the closing of the posting qualified candidates (as described in 13.2) shall receive an oral and/or written test, and a psychological evaluation.

**13.5** Those candidates who successfully pass the oral and written tests and a psychological examination will be interviewed by the Selection Committee or designated representatives. The selection Committee may also consider performance evaluations in selecting the best candidate for the position.

**13.6** The Selection Committee shall be comprised of the: Fire Chief; Township Supervisor, Clerk, and Treasurer; Human Resources Director; and a Fire Chief or Fire Fighter of a higher or equal rank of the open position from a neighboring community.

**13.7** Candidates shall be ranked by the Selection Committee. Such ranking is only applicable to the current open position(s).

**13.8** The Selection Committee shall make recommendation to the Township Board of Trustees within thirty (30) calendar days of the completion of the Selection Process as described in 13.4.

**13.9** The Township Board may fill the posted position(s) within thirty (30) calendar days of the recommendation by the Selection Committee to the Township Board. Offers of promotion shall be made from high-to-low ranking until all positions are filled.

**13.10** Following the approval of the Board of Trustees, the Human Resources Director will notify MAFF of the approved promotion(s).

## **ARTICLE XIV**

### **INSURANCE**

**14.1** **Worker's Compensation Insurance:** The Employer shall provide Worker's Compensation Insurance that is statutorily required for all employees covered under this Agreement.

A. Each employee shall be covered by applicable Michigan Worker's Compensation Laws as amended from time to time. Any employee who

becomes injured during the performance of the employee's duties shall report the injury within twenty-four (24) hours or as soon as possible on forms provided by the Employer.

- B. Any insurance check received for workers compensation shall be signed over to the Employer and the Employer will continue paying regular wages to the employee to prevent loss of pension contributions.
- C. The Employer agrees to continue all insurance and other benefits listed under this contract during the period of time the employee is disabled not to exceed one (1) year.
- D. The Employer shall pay for the time off prior to when Worker's Compensation benefits begin and the employee shall not suffer a reduction in sick leave or vacation due to a duty related injury or illness.

**14.2** The Employer shall provide benefits through Provident Life and Accident Insurance Company as delineated in the attached "Township of Macomb FD Accident & Health Insurance Summary," "Provident Accident & Health Benefits Highlight Sheet," and "Provident Definitions & Explanations of Accident & Health Policy Form 209." It is understood, however, that if a situation arises in which Provident Life and Accident Insurance Company no longer provides the necessary coverage as delineated in this Agreement and/or any attachments or policies, the Employer shall have the right to provide coverage through another insurance carrier that meets or exceeds the benefits provided by Provident Life and Accident Insurance Company (See Appendix B, C, and D).

**14.3** A copy and/or summary plan description of the Provident Life and Accident Insurance Company Policy shall be provided to each employee and one (1) copy shall be provided to MAFF by the Township.

**14.4** It is understood by the parties that in addition to the benefits and coverage's provided by the Employer, eligible employees are entitled to the Federal Public Safety Officers Benefit Act of 1976.

**14.5** The Employer shall provide Life, Hospitalization & Medical, Dental, and Vision insurance to the employee and eligible family members. Employees shall become eligible for such insurance coverage on the first day of the month following ninety (90) calendar days of continuous full-time employment. Upon separation from employment excluding qualified retirement, benefits will continue to the end of the month.

**14.6 Life Insurance:** The Employer will provide each Employee with twenty thousand dollars (\$20,000) of group term life insurance. The provider of such coverage will be at the discretion of the Employer. Upon qualified retirement from the Township, the Employer shall provide the Employee with ten thousand dollars (\$10,000) of group term life insurance.

**14.7 Hospitalization and Medical Insurance:** The Employer shall provide Hospitalization and Medical insurance as follows:

- A. Employees hired before January 1, 2004 are eligible to participate in any one of the medical plans: Blue Cross Blue Shield Traditional Plan 1 or Community Plan 1 (PPO), or the Blue Care Network (HMO) offered to the employees represented by AFSCME Local 1917 or the Union's Paid Provider Organization (PPO) under the Met Trust at the Township's expense. However, once an employee selects to participate in the Met Trust PPO, he/she can not participate in any of the medical plans offered to AFSCME Local 1917 at a later date. Furthermore, any employee who selects to participate in a medical plan offered to AFSCME Local 1917 will be bound to any changes in co-payments (co-pays), deductibles, provisions, etc. negotiated at a later date. However, in view of such change(s), an affected employee may elect to enroll in the Union's Paid Provider Organization under the Met Trust

On or before the effective date of the change. Eligible family members include the spouse and dependant children. The Township will provide for coverage under the Family Continuation Rider up to the legal age of twenty-five (25) provided the children meet the requirements for the rider.

**B.** Employees hired after January 1, 2004 shall receive Hospitalization and Medical insurance through the Union's Paid Provider Organization (PPO) under the Met Trust at the Employer's expense. Eligible family members shall include the spouse and dependent children. The Township will provide for coverage under the Family Continuation Rider up to the legal age of twenty-five (25) provided the children meet the requirements for the rider.

**14.8            Dental Insurance:** The Employer shall provide dental insurance through the Delta Dental Plan of Michigan to the Employee and eligible family members.

**14.9            Vision Insurance/Plan:** The Employer shall provide the Employee and eligible family members with vision coverage under the Union's Met Trust SVS Vision Plan.

**14.10          Disability Insurance:** The Employer shall provide long-term group disability insurance in coordination with disability benefits provided under 14.2 to provide a monthly benefit of seventy percent (70%) of salary for the first year and sixty percent (60%) of salary thereafter, to a maximum of \$70,000 or a monthly benefit of \$4,083 first year and \$3,500 thereafter following an elimination period of sixty (60) consecutive calendar days. Employees shall be subject to the definitions, exclusions, limitations and general provisions set forth in the insurance policy.

**ARTICLE XV**  
**PROTECTIVE GEAR**

**15.1           Protective Gear:** The Employer shall furnish to all employees protective equipment for fire suppression and emergency medical service.

**15.2           Dress Uniforms:** The Employer may provide each employee dress fire uniforms as approved by the Employer. Such uniforms shall be replaced by the Employer, if in a worn condition, upon inspection and authorization by the Employer. Old uniforms must be returned to the Employer before a replacement will be issued or if an employee ceases to be a Fire Fighter. Such replacement shall not be unreasonably denied.

**15.3           Uniform and Clothing Maintenance:** Employees shall receive an annual clothing allowance of seven hundred dollars (\$700) on or before January 15<sup>th</sup>.

**15.4**           The Employer will pay up to two hundred (\$200) dollars per calendar year, for each Fire Fighter towards the replacement of any personal clothing or glasses damaged during an emergency call during a Fire Department response or clothing that may be worn by Fire Fighters to an emergency response. A written claim or receipt must be submitted to the Fire Chief and/or his designee. Such replacement shall be limited to an amount not covered by insurance. A Fire Fighter must be acting in accordance with established procedures for responding to an alarm or emergency to qualify for reimbursement under this section. This Section shall not be applicable prior to the date the contract is signed by the parties.

**ARTICLE XVI**  
**LEAVES**

**16.1           Sick Leave:**

**A.           Allowance** – Upon completion of ninety (90) calendar days commencing with an employees most recent hiring-in-date and not before an employee

shall be credited with three (3) paid sick days and shall thereafter earn one (1) paid sick day per month provided they work (including vacation days ) ten (10) days in that month. Fire fighters may earn a maximum of twelve (12) sick days in any twelve (12) month period. Sick leave may be used in one (1) hour increments. Sick leave may also be used for doctor appointments and the care of ill members of the immediate household.

- B. Illness or Injury** – An employee making a claim for sick leave pay, which the Employer considers excessive or abusive, may require the employee to take a physical examination by a physician of the Employer's choice without cost to the employee, to determine the physical fitness of the employee to perform his duties.

Claim for sick leave pay must be accompanied by a statement from the attending physician when requested by the Employer when the employee has been off work due to sickness or accident for three (3) or more consecutive days, or when the claim for sick leave pay is for an employee with a history of absenteeism.

- C. No Advance Credit** – Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. Employees may use vacation time provided sick time is exhausted.

- D. Accumulation** – Employees shall accumulate sick days to a maximum of one hundred eighty (180) days.

- E. Payment at Employee's Death, Retirement or Separation** – In case of death of an employee, payment of one hundred percent (100%) of his unused sick leave shall be made to his beneficiary or estate. Upon

retirement or separation in good standing, payment shall be 50% of all accumulation.

- F. Evidence of Fitness** – The Employer after a prolonged illness or accident may require an Employee to present medical certification of his physical or mental fitness to continue working at the Employee's expense.

**16.2** The Employer and the Association shall incorporate the provisions of the Family and Medical Leave Act and Americans with Disabilities Act and shall apply these provisions to all members of the Association.

**16.3 Personal Leaves of Absence:** Employees under this Agreement may be granted a personal leave of absence, as specified herein, upon prior request. It shall be recommended by the Fire Chief and subject to approval by the Township Board of Trustees.

**16.4** Personal leaves of absence shall not be granted for more than twelve (12) months under any circumstances. A Fire Fighter who returns from a personal leave of Absence must work ninety (90) calendar days before becoming eligible for another leave.

**16.5** An employee granted a leave of absence may be restored to his/her position on the expiration of the leave, if a position is available. The Employer shall not be required to create a position for an employee returning from a leave of absence.

**16.6** Personal leaves of absence shall not be counted as time at work for any benefits. However, during a personal leave of absence, the employee shall be able to continue his/her benefits through the Township, at their own expense, if eligible for such benefits.

**16.7** In the event such employee's position shall have been abolished or filled in the meantime the employee shall be returned in the following matter:

- A.** If there is a probationary employee serving in a position of the same job classification in the department in which the individual was



formerly employed, the probationary employee shall be separated and the returning employee appointed to the position

- B. If there is no probationary employee in that job classification or position in the department in which the individual was formerly employed, the name of the returning employee shall be put at the head of the re-employment list for that class. Should the names of two (2) or more employees returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.

**16.8** All leave of absence requests shall be made in writing and processed in the Human Resources Department. The completed leave of absence application shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Requests for a leave of absence shall be filed at least fourteen (14) calendar days prior to the requested starting date, except in cases of emergency or for Family and Medical Leave.

**16.9** If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be subject to disciplinary action up to and including termination.

**16.10** Failure to return to work on the exact date scheduled may be cause for disciplinary action up to and including termination.

**16.11** No employee will be granted a leave of absence for the purpose of obtaining employment elsewhere.

**16.12** **Jury Duty:** An employee who serves on jury duty shall be paid the difference between their regular pay and the amount actually received for such jury service. All days served on jury duty are to be considered regular working days and not deducted from accumulated sick leave or vacation days.

**16.13** **Bereavement Leave:** An employee will receive three (3) days not chargeable to annual leave accumulation for attendance at the funeral of the employee's spouse, children, parents of employee or spouse, or grandparents, grandchildren, brothers, sisters, brother-in-law, sister-in-law, son-in-law, and daughter-in-law, step-children and step-parent. The bereaved

employee shall have the option of extending his/her leave by two (2) additional days, availing themselves to banked time, excluding sick leave.

**16.14      Personal Time:** An employee shall be granted up to forty (40) hours of personal time on the first of the month following ninety (90) calendar days of employment. Thereafter, personal time shall be awarded on the Employee's anniversary date of hire.

Personal time may be taken in increments of one half (1/2) hour with prior approval of the Fire Chief or his designee. Personal time must be taken in the year it is awarded or it will be forfeited on the next anniversary date. Personal time may be taken in conjunction with holiday leave and/or vacation leave with prior approval from the Fire Chief or his designee.

Upon separation from employment (retirement, resignation, or death), all unused personal time will be paid to the employee, spouse or estate at one hundred percent (100%).

**16.15      Military Leave of Absence:** Macomb Township shall comply with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA). The Township will grant a leave of absence to any reservist who is called into active duty, as well as employees who voluntarily enlist, for the duration of such duty, for a period not to exceed five (5) years. Upon expiration of the leave of absence, the employee will be restored to his or her former position or to a position of a like seniority, status, and pay as specified by USERRA).

## **ARTICLE XVII** **VACATION**

**17.1**      All regular full-time employees shall be entitled to vacation time with pay under the following schedules:

- A.**      Employees during the first year of employment shall receive five (5) days of vacation following ninety (90) of continuous employment.

- B.** Employees who have completed one (1) year of continuous employment shall receive a vacation of ten (10) days per year.
- C.** Employees who have completed five (5) years of continuous employment shall receive a vacation of fifteen (15) days per year.
- D.** Employees who have completed ten (10) years or more of continuous employment shall receive vacation as follows:

10 years of continuous service, 16 days of vacation

11 years of continuous service, 17 days of vacation

12 years of continuous service, 18 days of vacation

13 years of continuous service, 19 days of vacation

14 years of continuous service, 20 days of vacation

**17.2** Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.

**17.3** Vacation will be accumulated on a pro-rated basis. Employees shall be allowed to accumulate vacation days for a two (2) year period. At the end of each anniversary period employees may cash in vacation days earned but not used to a maximum of ten (10) days at the rate on one hundred (100%) percent. The days cashed must not exceed fifty (50%) percent of earned vacation time.

In the event an employee's vacation is denied by the Employer because of Township business requirements, then with the approval of the Fire Chief or his designee; the Supervisor, Clerk, and Treasurer shall have the discretion to extend the time that the employee must use his/her vacation time by a maximum of sixty (60) days. The employee shall only be denied their vacation request based upon the reasonable needs of the Township. The purpose of this provision is to aid

management in maintaining continuity of the work force and is not intended as a tool to deny employees any of their earned vacation benefits.

**17.4** The employee will be paid one hundred percent (100%) of their accumulated vacation upon retirement or resignation. In the event of the death of an employee, their spouse or estate will be paid one hundred percent (100%) of their accumulated vacation days.

**17.5** Vacation requests shall be submitted to the Fire Chief or his designee on or before May 1, of each year, and be taken on a per day basis if approved by the Fire Chief or his designee. Vacation requests submitted prior to May 1 shall be granted based on seniority.

**17.6** Miscellaneous vacation can be taken in four (4) hour increments.

**17.7** In case of non-FLMA illness, said employees shall use their vacation time, if needed, after all sick time has been exhausted.

**17.8** The Employer shall, upon the written request of an employee, issue vacation checks in advance of vacation to be taken. The request must be received prior to the processing of the pay period preceding the scheduled vacation.

## **ARTICLE XVIII**

### **HOLIDAYS**

**18.1** The following shall be paid holidays:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day  
Fourth of July

Labor Day  
Presidential Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

**18.2** When Christmas, Christmas Eve, New Year's or New Year's Eve day falls on a Monday or Friday, they shall be celebrated on Tuesday or Thursday respectively. If any of the remaining holidays shall fall upon a Saturday, the preceding Friday shall be observed as the holiday. When holidays fall on Sunday, the holiday will be observed on the following Monday.

## **ARTICLE XIX** **HOLIDAY PAY**

**19.1** Holiday pay shall be made at the rate in effect (base salary divided by 2,080 hours) for an eight (8) hour workday.

**19.2** In addition to holiday pay, a Fire Fighter who is schedule to and works on a holiday shall be paid straight time (base salary divided by 2,080 hours) for all hours worked.

**19.3** In order to qualify for holiday pay, the employee must work his/her last scheduled shift prior to the holiday and his/her first shift following the holiday. Excused absences, such as bona-fide sickness taken with paid sick time, pre-approved personal time and/or vacation will qualify the employee for holiday pay.

**19.4** Bona-fide Sick Leave (defined): Bona-fide sick time is defined as an illness in which the employee is: under doctor's care; totally disabled from working; and supported by written documentation.

## **ARTICLE XX** **LONGEVITY PAY**

**20.1** Employees hired before January 1, 2004 will be eligible for to receive longevity pay in addition to their regular salary and in accordance with their respective years of service. Employees hired on or after January 1, 2004 will not be eligible for longevity pay.

**20.2** The percentage indicated below shall be applied to the annualized base salary in effect during the pay period preceding the anniversary date of hire.

**20.3** Longevity pay will be based upon the continuous years of service as of the anniversary date of hire each year as follows:

Upon completion of five (5) years of service	Two percent	(2%)
Upon completion of eight (8) years of service	Three percent	(3%)
Upon completion of ten (10) years of service	Four percent	(4%)
Upon completion of fifteen (15) years of service	Five percent	(5%)
Upon completion of twenty (20) years of service	Six percent	(6%)

**20.4** Longevity pay shall be due and payable in a lump sum payment on the first pay day subsequent to the anniversary date of hire in each year during the term of this agreement. Longevity payments shall be made on a separate check. Upon the death or retirement of an Employee, their legal representative (in the case of death) shall be paid his/her longevity pay for the current period on a pro-rata basis computed from the anniversary date of hire to the date of death or retirement as the case may be.

## **ARTICLE XXI** **RETIREMENT**

**21.1      Regular Retirement:** Employees shall be eligible to retire at age fifty (50) with twenty-five (25) years of service or at age sixty (60) with ten (10) years of service as currently in effect under 1937PA345, as amended (MCLA38.551 et-seq.). Employees will earn one year of service credit for each year of service as a Full-time Fire Fighter while on the Macomb Township Fire Department.

- A. Full-time employees who were hired prior to January 1, 2004 and who were Paid-on-Call Fire Fighters of the Macomb Township Fire Department shall be given pro-rated credit for years worked prior to 1989 toward their retirement as previously determined and submitted to the Plan Actuary.
- B. Full-time employees hired on or after January 1, 2004 are not eligible for any pro-rated credit for services rendered as a Paid-on-Call Fire Fighter of the Macomb Township Fire Department.

**21.2      Multiplier:** Employees who are eligible to retire shall receive a regular retirement pension payable throughout the retiree's life of two and one-half percent (2.5%) of average final compensation for the first twenty-five years of service, plus one percent (1%) for all years of service on the Macomb Township Fire Department in excess of twenty-five (25) years. However, in no event, shall the annualized pension benefit exceed seventy percent (70%) of the base annual salary in effect at the time of the Employee's separation.

**21.3      Employee Contribution:** Employees hired prior to January 1, 2004 shall contribute five percent (5%) of base pay, part-time (paid-on-call) paid wages, overtime wages, and longevity. Employees hired after January 1, 2004 shall contribution five percent (5%) of base pay (annualized salary as set-forth in the collective bargaining agreement).

**21.4      Deferred Retirement:** Employees with ten (10) or more years of full-time service with the Macomb Township Fire Department may be eligible for a deferred retirement.

The annual benefit will be computed as a service retirement but based upon service, average final compensation, and benefit provisions in effect at the time of termination. Retirement benefits begin at the date retirement would have occurred had the employee remained employed.

**21.5            Average Final Compensation:** For employees hired prior to January 1, 2004, average final compensation includes base pay, part-time (paid-on-call) paid wages, overtime wages, and longevity. For employees hired after January 1, 2004, average final compensation shall only include base pay (annualized salary as set-forth in the collective bargaining agreement).

**21.6            Average Final Compensation Defined:** “Average Final Compensation” shall mean the average of the three (3) consecutive years or thirty-six (36) consecutive months of highest annual compensation received by an employee during the employee’s ten (10) years of service immediately preceding the employee’s retirement or leaving service.

**21.7            Duty Disability Retirement:** An employee who is totally and permanently disabled while in the line of duty will be eligible for a duty disability retirement. If disabled prior to age fifty-five (55), then the employee shall receive an annual benefit equal to fifty percent (50%) of the average final compensation and shall be payable until the member becomes fifty-five (55) years of age. Upon becoming fifty-five (55) years of age, the disabled member shall receive a disability retirement pension computed the same as a regular service retirement. In computing the disability retirement pension, the member shall be given service credit for the period of receipt of disability retirement pension before attainment of fifty-five (55) years of age. If disabled at or after age fifty-five (55), then the employee shall receive a disability benefit calculated the same as a regular service retirement

**21.8            Non-Duty Disability Retirement:** An employee with five (5) or more years of service who is totally and permanently disabled while not in the line of duty will be eligible for a non-duty disability retirement. If disabled prior to age fifty-five (55), then the employee shall



receive an annual benefit equal to one and one half percent (1.5%) of the average final compensation times years of service. Upon becoming fifty-five (55) years of age, the member's disability retirement pension shall be increased to two percent (2%) of the member's average final compensation multiplied by the number of years of service credited to the member at the time of his/her retirement. If disabled at or after age fifty-five (55), then the employee shall receive a disability retirement benefit calculated the same as a regular service retirement.

**21.9            Duty Death in Service Survivor's Pension:** In the event of a duty-related death of an Employee, a Service Survivor's Pension shall be paid upon the expiration of worker's compensation to the surviving spouse, if any, of the employee. The benefit would be equal to the amount that was paid by worker's compensation.

**21.10           Non-Duty Death in Service Survivor's Pension:** In the event of a non-duty related death of an Employee, a Service Survivor Pension shall be paid to a surviving spouse, if any, upon the expiration of an employee with twenty (20) or more years of service. The annual benefit would be equal to an accrued straight life pension actuarially reduced in accordance with an Option I Election.

**21.11           Retiree Medical & Hospitalization, Dental, Optical and Life Insurance:** The Employer shall provide an Employee with Retiree Medical & Hospitalization, Dental, Optical and Life Insurance coverage who retire under section 21.0 Regular Retirement under this agreement. This coverage will be paid for by the Employer. The coverage provided will be as follows:

- A. Medical and Hospitalization: The employer shall provide medical and hospital insurance as provided to active employees.
- B. Dental: The Employer shall provide dental coverage as provided to active employees.
- C. Vision Coverage: The Employer shall provide vision coverage as provided for active employees.

D. Life Insurance: The Employer shall provide life insurance equal to \$10,000 or half (1/2) of the benefit provided on the last day of work.

**21.12**        **Dependent Eligibility:** An Employee's spouse at the time of retirement shall be eligible for medical, dental and vision insurance at the same level as the Employee (Retiree). In the event of death of the Retiree, spousal coverage shall continue provided the spouse is not insured elsewhere with similar benefits. The Retiree may at his/her own cost continue medical, dental and vision coverage on the lives of their dependent children via payroll deduction from their monthly pension checks.

## **ARTICLE XXII** **DISCIPLINE**

**22.1**        The Employer shall only discipline or discharge any employee with seniority for just cause.

**22.2**        The Employer shall have the right to develop and implement work rules, Standard Operating Procedures, or other standards of expected employee conduct. A copy of work rules shall be furnished to the Association and each employee. The Employer will disseminate any new or modified rules and regulations and/or policies and procedures to each and every member of the Union as soon as possible, but not less than fourteen (14) calendar days prior to implementation of the new or modified rules and regulations and/or policies and procedures. The new or modified rules and regulations and/or policies and procedures shall also be posted in each fire station. The fourteen (14) calendar day notice provision shall not apply if the matter involves an issue of safety for the public or employees for which an immediate modification is necessary.

Each member of the Union shall be required to sign an acknowledgement that he or she has received a copy of the new or modified rules and regulations and/or policies and procedures. Each member of the Union will be given an opportunity to ask any questions, within the fourteen (14) calendar days, for clarification of the rules and regulations and/or policies and procedures

and trained accordingly (if required by the rules and regulations and/or policies and procedures) before being required to adhere to them.

**22.3** The Employer agrees that it will give written warnings to employees prior to discharge where the misconduct is not so aggravated, in the opinion of the Employer, as to call for immediate discharge, or where the misconduct is in violation of a work rule requiring no warnings. An employee given a written warning will sign the written warning which employee's signature acknowledges receipt of and understanding as to the nature of the written warning. The employee may request Association representation at the meeting with the Employer where the written warning is presented to the employee. If an employee does not request Association representation, the employee is considered to have waived the right to have an Association representative present.

**22.4** Discipline shall be rendered either as progressive or non-progressive depending on the seriousness of the incident and consist of the following levels:

- A. Oral Warning:** An official warning (documented) issued to an employee for unsatisfactory conduct or performance.
- B. Written Warning:** A written warning issued to an employee for unsatisfactory conduct or performance.
- C. Suspension:** A paid or unpaid period from work given to an employee for unsatisfactory conduct or performance whereby a formal investigation and subsequent action is required.
- D. Discharge:** An employee is involuntarily separated from employment with Macomb Township for unsatisfactory conduct or performance.

**22.5** All disciplinary warnings shall be maintained in the employee's employment file held in the Human Resources Department.

**22.6** In imposing discipline, the Employer will not take into account oral or written disciplinary action in excess of two (2) years from the date of issue.

**22.7** Grievances protesting discipline or discharge must be filed within fifteen (15) calendar days after the action was taken and failure to abide by such time limit shall be construed as a waiver, by both the Association and the employee or employees involved of any protest of the action.

### **ARTICLE XXIII** **GRIEVANCE AND ARBITRATION**

**23.1** **General Principles:**

- A.** The primary purpose of the Grievance Procedure is to secure, at the lowest level possible, solutions to grievances. Both the Employer and Association agree that these proceedings shall be kept as informal and confidential as may be appropriate.
- B.** The number of days indicated at each level of the Grievance Procedure shall be considered as the maximum, and every effort should be made to expedite the Grievance Procedure; however, time limits may be extended by mutual agreement in writing. Any grievance not carried to the next step by the Association and/or employee within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition. Should the Employer fail to answer within the time limits required herein, then the Association's last written position of the grievance shall be upheld.
- C.** It shall be the general practice of all parties to process grievances during times which do not interfere with assigned duties.
- D.** In the course of investigation of any grievances, representatives of the Association will advise their immediate supervisor and state the purpose of the visit.

- E. It shall be the continued practice of the Employer to assure to every employee, an opportunity to have the unobstructed use of this Grievance Procedure without fear of reprisal or without prejudice in any manner to his professional status.
- F. A grievance may be withdrawn at any level of the Grievance Procedure without prejudice.
- G. The Union will not use the phrase, "...and any other contract clause, past practice, rule or regulation, general order, or federal or state law, written or unwritten, that is applicable but not stated herein," or any similar phrase when filing grievances with the Employer. Notwithstanding the above, the parties agree that eliminating this catchall language will not prohibit the Union from specifically referencing past practice or applicable state or federal law.
- H. The Union and Employer agree that each will practice full disclosure in the processing of grievances. The Employer and Union shall exchange all investigatory documents that will be used in the grievance process. The Union shall provide a detailed statement of the contract violations or violations of past practice. The parties agree that failure to adhere to full disclosure shall preclude either party from presenting documents or theories in the evidentiary hearing. The parties agree that thirty (30) calendar days prior to the arbitration hearing, they will meet for the purpose of disclosing all documents that will be used in the arbitration hearing.

**23.2      Definition:** A "***grievance***" shall mean a complaint, by an employee or group of employees, based on an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

**23.3      Procedure:** Grievances shall be presented and adjusted according to the following procedure:

- A. **Verbal Procedure:** An employee and/or his representative shall discuss his grievance with the Fire Chief, or his designee, in an effort to resolve the problem. Each party understands that this verbal step of the Grievance Procedure needs to be scheduled at a mutually convenient time and may require an extension of time limits.

- B.** All grievances must be presented orally within fifteen (15) calendar days after occurrence of the circumstances or knowledge of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited.

**1. Step One:**

- a.** In the event that the matter is not resolved at the verbal step, a written grievance may be filed by the Association and/or the employee with the Fire Chief within the same fifteen (15) calendar days as delineated in 23.3 (B).
- b.** Within fifteen (15) calendar days after receipt of the written grievance, the Fire Chief shall communicate his decision, in writing, together with the supporting reasons to the grievant and to the representative of the Association.

**2. Step Two:**

- a.** Within fifteen (15) calendar days after receiving a reply, if the employee or the Association still feels aggrieved, appeal by the employee or the Association may be taken to the Township Supervisor or the designated representative. The appeal must be in writing. A meeting between the Association and/or the employee, the Township Supervisor, and the Supervisor's designated representative will be arranged to discuss the grievance within fifteen (15) calendar days from the date the grievance is received by the Township Supervisor or representative. Within fifteen (15) calendar days after the date of the said meeting, the Supervisor or representative shall communicate the decision of the Supervisor in writing, together with the supporting reasons, to the aggrieved party and to the Association representative.

**3. Step Three:**

- a. In the event the Association disagrees with the decision of the Township Supervisor, and/or designated representative, such grievance may be appealed to the Township Board of Trustees. Written notice of such appeal is to be given to the Township Supervisor and Township Board of Trustees within fifteen (15) calendar days of the decision of the Township Supervisor. The Association shall request, in writing, that the Township Clerk place the grievance on the agenda for the Township Board of Trustees meeting at the next meeting following the Clerk's written receipt of the request for the Township Board of Trustees to hear the grievance. The grievance shall be heard by the Township Board of Trustees in an open meeting unless the employee request, in writing, discussion of the grievance in closed session pursuant to 1976 PA 267, as amended.

**23.4 Arbitration:** If the Employer and the Association shall be unable to resolve any grievance, the grievance may be appealed to arbitration by either party within thirty (30) calendar days after the decision or reply of the Employer. Such appeal shall be in writing and shall be delivered to the American Arbitration Association/AAA with copies to the Employer within the said thirty (30) calendar day period. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association/AAA.

- A. The Arbitrator so selected will confer with the parties; hold a hearing promptly, and will issue his decision not later than thirty (30) calendar days from the date of close of the hearing or the date briefs are due to the Arbitrator. The Arbitrator's decision shall be in writing and will set forth his findings of fact, reason, and conclusion on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and he shall be subject to, in all cases, the rights, responsibility and authority of the parties under this Agreement.
- B. The decision of the arbitrator shall be final and binding on all parties. The cost(s) of arbitration shall be shared equally between

the Employer and Association. Each party shall be responsible for compensating its own witnesses.

- C. Both parties to this Agreement may mutually agree, in writing, to arbitration to expedite the processing of a grievance.
- D. The parties acknowledge that the timeframe should be flexible to accommodate an orderly disposition of a grievance and agree to consent to an extension of up to fourteen (14) calendar days, which request for extension will not be unreasonably denied.

#### **ARTICLE XXIV** **WAGES**

**24.1** Wages are attached and incorporated into this agreement as Appendix A.

#### **ARTICLE XXV** **DURATION**

**25.1** **Duration:** This Agreement shall be effective, to January 1, 2004, upon approval by the Employer and the Association, and remain in effect and force until December 31, 2007.

**25.2** **Extension:** In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of the Agreement shall remain in full force and effect pending agreement upon a new contract.

#### **ARTICLE XXVI** **ANTI-DISCRIMINATION CLAUSE**

**26.1** The Township and the Association agree not to discriminate against any employee covered by this Agreement because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap.



**ARTICLE XXVII**  
**MISCELLANEOUS**

**27.1** Employees shall be paid biweekly.

**27.2** A breakdown of pay hours for each employee shall be shown on the employees pay check. The pay stub shall also include the employee's balance of accrued sick time, vacation time, and personal time.

**27.3** The Township will provide a 457(b) Deferred Compensation Plan. Participation in this plan is optional. A Fire Fighter may only defer compensation into one plan offered through the Township at any given time. Annual contributions to the Deferred Compensation Plan are limited as specified by the Internal Revenue Service.

**ARTICLE XXVIII**  
**PHYSICAL EXAMINATION**

**28.1** **Physical Examination:** Every other year, the Employer will pay the cost of a physical examination for employees. Said examination will be performed at a location of the Employer's choosing and shall include blood work and a chest x-ray. Information related to physical examinations will be made available only on a strict "need to know" basis, as may impact the employee's job performance.

- A.** Failure or refusal to obtain the required physical examination may result in discharge.
- B.** No employee shall be required to perform rescue or medical duties without completion of a Hepatitis B Vaccination Program or a signed release refusing the inoculation. Cost of such vaccination program shall be paid by the Employer.

**ARTICLE XXIX**  
**ALCOHOL AND CONTROLLED SUBSTANCE ABUSE**

**29.1**           **Policy:** Macomb Township and the Macomb Township Full-time Fire Fighters Association are dedicated to the well-being and safety of its employees, management and the community we serve. We are also committed to the successful operation of the Township. We are committed to improve employee productivity and to service the needs and demands of our employees and residents. We acknowledge and agree that alcohol and drug abuse in the workplace reflects a National problem. Macomb Township and the Macomb Township Full-time Fire Fighters Association have a strong commitment to its employees to provide an alcohol and drug free working environment. Likewise, the Township and the Macomb Township Full-time Fire Fighters Association are committed to its citizens, customers, administration, local businesses, and the public to operate its business safely and prudently. We, therefore, have established a Drug-Free Workplace Policy to govern the use of controlled substances and alcohol, and testing programs designed to deter and detect such use in our workplace.

**29.2**           **Drug-Free Workplace Policy:**       See Appendix E.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this  
\_\_\_\_\_ day of \_\_\_\_\_ 2005.

**FOR THE EMPLOYER:**

**(Township of Macomb)**

**FOR THE UNION:**

**(Michigan Association of Fire Fighters  
representing the Macomb Township Full-time  
Fire Fighters Association)**

\_\_\_\_\_  
**Township Supervisor**

\_\_\_\_\_  
**MAFF Labor Relations Specialist**

\_\_\_\_\_  
**Township Clerk**

\_\_\_\_\_  
**Local President**

\_\_\_\_\_  
**Township Treasurer**

\_\_\_\_\_  
**Local Vice President**

\_\_\_\_\_  
**Fire Chief**

\_\_\_\_\_  
**Human Resources Director**

**APPENDIX A**

**MACOMB TOWNSHIP FULL-TIME FIRE FIGHTERS WAGES**

**January 1, 2004 to December 31, 2007**

	<b><u>2004</u></b>	<b><u>2005</u></b>	<b><u>2006</u></b>	<b><u>2007</u></b>
Sergeant	\$51,232	\$52,768	\$54,351	\$55,982
Lieutenant	\$56,924	\$58,631	\$60,390	\$62,202
Captain	\$63,249	\$65,146	\$67,100	\$69,113